

LEASE

THIS INDENTURE, made this 1st day of May 2010, and between the Lessor,
AHR ENTERPRISES, and the Lessee,

THE UNITED STATES OF AMERICA
WITNESSETH:

The Lessor does hereby demise and lease unto the Lessee, who does hereby rent and take the cocktail lounge legally described on Exhibit A, a copy of which is initialed by the parties hereto and attached to this lease and incorporated herein by this reference, and located at 500 South Washington Ave. Kankakee 60901 in the State of Illinois, to be used as a cocktail lounge and for no other purpose, from May 1 2010 to April 31 2013 at the sum of 81000.00 (\$) for the entire term, payable as follows: \$2250.00

on the first day of each and every month thereafter, said payments to be made at,
18125 ROX ST #978 LANSING, IL 60438
AHR ENTERPRISES

The Lessee, in consideration of said demise, does hereby covenant and agree with the Lessor as follows: ~~LEASE WILL CONTINUE AS MONTH AS~~

~~10 MONTH AT SAME RENT \$2250.00~~

H.C.

2-2-13

1. **Possession.** Lessee will take, and hereby does take, the premises above described for the term of this lease at and for said price on the terms of payment above stipulated and shall pay the same promptly at the time and place above specified. At the termination of this lease, by limitation or otherwise, Lessee will deliver all keys of the premises at the office of the Lessor, or its agent, where the rent above stipulated is to be paid or to such other person and at such other place as the Lessor may direct.

2. **Condition of Premises.** The Lessee has examined and knows the condition of the premises and has received the same in good order and repair, except as herein otherwise specified, and that no representations to the condition or repair thereof have been made by the Lessor, or its agent, prior to or at the execution of this lease that are not herein expressed or endorsed hereon. Upon the termination of this lease, the Lessee shall yield up the premises to the Lessor in as good condition as the reasonable use thereof will permit with all keys of the same and shall not make any alterations in the demised premises without the prior written consent of the Lessor. All alterations which may be made by either party hereto upon the demised premises, except movable furniture and fixtures put in at the expense of the Lessee shall be the property of the Lessor and shall remain upon and be surrendered with the demised premises as part thereof at the termination of this lease. Said furniture and fixtures put in by Lessee shall be removed on or before the expiration of this lease or any renewal term, at Lessee's expense, Lessee to restore the premises to its prior condition. Any item remaining thereafter at Lessor's option shall become the property of the Lessor.

3. **Assignment and Subletting.** Lessee shall not assign this Lease or any portion thereof, nor sublet said premises or any part thereof without the express written consent of the Lessor endorsed hereon. Any assignment or subletting contrary to the

terms hereof shall be void. Provided Lessee may assign this Lease to a corporation of which Lessees are at least the owners of two-thirds of the issued and outstanding common stock, but at all times shall remain primarily and unconditionally liable hereunder for payment and performance of all obligations contained in this Lease.

4. **Use.** The Lessee will not allow the premises to be used for any purpose that will increase the rate of insurance thereon nor to be occupied in whole or in part by any other person. will not assign this lease without, in each case, the written consent of the Lessor first had, will not permit any transfer by operation of law of the interest of the premises acquired through this lease, and will not permit the premises to be used for any unlawful or immoral purpose or purposes that will injure the reputation of the same or of the building of which they are a part or disturb the tenants of such building or the neighborhood. Any increase in insurance premiums or real estate taxes shall be the expense of Lessee.

5. **Access to Premises.** The Lessee shall allow the Lessor free access to the premises hereby leased for the purpose of examining or exhibiting the same or to make any needful repairs or alterations of the premises which the Lessor may see fit to make.

6. **Default.** If the Lessee shall fail to pay the rent at the times, place, and in the manner above provided and the same shall remain unpaid for five (5) days after the day whereon the same should be paid as aforesaid, the Leaser, or its agent, by reason thereof, is authorized to declare the term end and to re-enter and repossess the demised premises, either with or without process of law, and expel the Lessee, and those claiming under the Lessee and remove Lessee's effects, forcibly, if necessary. In case the demised premises shall be abandoned, deserted or vacated and remain unoccupied five (5) days, consecutively, the Lessee hereby authorizes and requests the Leaser, as Lessee's agent or attorney, to re-enter the demised premises and remove all articles found therein, place the same in a storage warehouse or store the same in any other suitable place at the Lessee's risk and expense, proceed to re-rent the demised premises at the Leaser's option and discretion, and apply all money so received after paying the expenses of the aforesaid removal toward the rent accruing under this indenture. This request shall not in any way be construed as requiring any compliance therewith on part of the Lessor.

7. **Holding Over.** At the termination of this lease, by lapse of time or otherwise, the Lessee agrees to yield up immediate possession to the Lessor. Failing so to do, the Lessee shall pay as liquidated damages for the whole time such possession is withheld from the Lessor the sum of one hundred Dollars (\$100.00 per day, but the provisions of this clause shall not be held as a waiver by the Lessor of any right of re-entry as hereinafter set forth nor shall the receipt of said rent or any part hereof or any other act in apparent affirmance of the tenancy operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired for any breach of any of the covenants herein.

8. **Noxious Materials.** There shall not be kept or used on or near the premises any volatile, noxious, or explosive matter including, but not limited to, the following:

naphtha, benzene, benzole, gasoline, varnish, or any product in whole or in part of either of gunpowder, fireworks, nitro-glycerine, phosphorus, nitrate of soda, camphene, spirit-gas, or any burning fluid or chemical without the written permission of the Lessor.

9. **Cleanliness.** The Lessor will not permit anything to be thrown out of the windows or down the halls or passageways in the building, and no objectionable or unsightly pictures, goods, wares, merchandise, and advertising matter, or signs shall be kept within, in front of, or about the premises. No birds, or animals shall be kept therein, and the halls, stairways, and the porches shall not be used for the storage of furniture, merchandise, or other articles.

10. **Utilities.** The Lessee agrees to pay all of the water rents or bills assessed against the building and all gas and electric bills against the premises hereby leased promptly as they shall become due. In case the Lessee shall fail to pay the same, the Lessor may, at its option, pay the same amount of such bills, together with ten percent (10%) interest thereon from the date of such payment, shall be added to the next payment of rent due under the terms hereof without notice or demand.

11. **Changes / Alterations.** The Lessee further covenants and agrees that no changes or alterations of the premises shall be made or partitions erected without the prior consent in writing of Lessor. The Lessee and those occupying under the Lessee shall not interfere with any water pipes or meter, heating apparatus, or the gas or electric service of the building which are not within the premises hereby demised nor within the control of any of the public portions of the building. The Lessee and those occupying under the Lessee will conform to all reasonable rules and regulations that the Lessor may make for the protection of the building or the general welfare and comfort of the occupants thereof.

12. **Notice of Needed Repairs.** The Lessee shall give the Lessor or the Lessor's representative prompt written notice of any damage to or defect in the water pipes, gas pipes, heating apparatus, or other portions of the premises.

13. **Contents.** The Lessor shall not be liable for any loss or damage of or to any property or merchandise placed in the building. The Lessee shall procure and maintain in full force and effect at all times contents insurance in amounts with a company or companies reasonably satisfactory to Lessor and provide evidence thereof from time to time with cancellation notices to be directed also to Lessor.

14. **Restoration by Lessee.** The Lessee shall restore the demised premises to the Lessor with glass of like kind and quality in the several doors, windows, and gas and electric fixtures thereof, entire and unbroken, as is now therein and will not allow any waste of the water or misuse or neglect the utility fixtures in the demised premises and will pay all damages to the demised premises as well as all other damages to all other tenants caused by such waste or misuse.

15. **Right to Post Signs.** The Lessor reserves the right to put up a "To Rent" sign sixty (60) days prior to the expiration of this Lease and a "For Sale" sign any time during the term of this Lease.

16. **Compliance with Ordinances.** The Lessee will, in every respect, comply with the ordinances of any applicable municipal or county government with the rules and orders of the Board of Health thereof, with the order and requirements of the police department, with the requirements of the Underwriters Association so as not to cause any raise in the rates of insurance above the present rate upon the building and contents thereof, and with the rules and orders of the fire department in respect to any matter coming within their jurisdiction.

17. **Loss by Fire or other Casualty.** In case the premises shall be rendered untenable by fire or other casualty, the Leaser may, at its option terminate this lease or repair the premises within thirty (30) days and failing to do so upon the destruction of the premises by fire shall cease and determine the term of this lease.

18. **Attorney Fees and Costs.** Lessee shall pay upon demand all of Lessor's costs, charges and expenses, including reasonable fees of attorneys, agents and others retained by Lessor, incurred in enforcing or conforming any of the obligations of Lessee under this Lease or in any litigation, negotiation or transaction in which Lessor shall become involved in or on account of this Lease.

19. **Non-Renewal.** It is expressly agreed that at the end of the term hereof or any extension hereof or any holding over by the Lessee, shall be construed as a month-to-month tenancy only and not an extension of the original term.

20. **Dram Shop Insurance.** The Lessee agrees to carry dram shop insurance of the following limits:

bodily injury, one person	\$1,000,000.00
means of support	\$1,000,000.00
bodily injury, one occurrence	\$1,000,000.00
property damage	\$1,000,000.00

and in any greater amounts as is the maximum liability under statutes of Illinois. All policies of insurance shall name the Lessor as co-insured and certificates of insurance shall be it deposited with the Lessor.

21. **Indemnification; Public Liability Insurance.**

(A) Lessee shall indemnify Lessor and save Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss, damage or injury to persons or property occurring in, upon, or about or arising out of the demised premises or occasioned wholly or in part by any act or omission of Lessee, Lessee's agents, contractors, customers, invitees or employees. Further, in

(D) At least five business days prior to commencement of work or provision of material by a subcontractor or general contractor, Lessee shall provide to Lessor, in writing, the name, address, facsimile number and telephone number of any such subcontractor or general contractor, together with a no-lien agreement in form and content attached hereto as Exhibit B. Failure to do so shall constitute a material breach hereunder.

(E) Nothing in this Agreement shall be construed in any way as constituting the request or consent of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or material-man, for the performance of any labor or the furnishing of any material for any specific improvement, alteration or repair of, or to, the premises, or as giving Lessee the right, power, or authority to contract for, or permit, the rendering of any service or furnishing of any material that would give rise to the claiming or filing of a mechanic's lien against the premises. All such performance of labor and furnishing of material is expressly prohibited.

(F) See Exhibit A for exceptions to the foregoing Subparagraphs A, B, C, D and E as to permitted alterations.

NO SECURITY DEPOSIT

~~23. **Security Deposit.** In addition to rental hereunder, Lessee shall pay to Lessor upon execution of this Lease a security deposit to be applied at Lessor's option against unpaid rental or damages, or both, in the amount of the first month's rent hereunder.~~

24. Binding Effect. This agreement shall be binding and effective upon the parties hereto, their heirs, executors, successors and assigns.

25. Repairs and Maintenance. Lessee shall provide for snow removal and all ordinary maintenance of the exterior and interior of the demised premises and all equipment therein, including, but not limited to, heating units, plumbing and electrical equipment. Lessor will provide needed replacements and major repairs not caused by Lessee's neglect or fault, and Lessor shall provide for all roof and structural maintenance and repairs, not caused by the act or neglect of Lessee. Lessee shall provide all routine maintenance, repairs and landscaping.

Lessee shall maintain clear from weeds and other vegetation in the parking areas on the demised premises and shall cause grassy areas to be maintained and cleared from debris and cut at reasonable intervals, in order to comply at all times with city requirements.

26. Payment by Lessor of Lessee's Obligations. Should Lessee fail to pay any items which are the expense of the Lessee under the terms and conditions of this Lease, as required and agreed to under the terms of this Lease, Lessor shall have the option to pay said obligations on behalf of the Lessee and such additional payments shall be deemed additional rentals immediately due and payable under

the terms of this Lease, with interest thereon at the rate of twelve percent (12%) per annum.

27. Multiple Defaults. In the event of two material breaches of Lessee's obligations of payment or performance hereunder, lasting and uncured for more than twenty-one days, each, during any continuous 18-month period during the term of this lease or any renewal thereof, this lease and any options or rights of refusal contained herein shall come to an end, at Lessor's option, and the tenancy hereby created shall become a tenancy from month to month. Lessor's remedies shall then and there become remedies as a month to month Lessor. After the service of notice or the commencement of a suit or after final judgment for the possession of the premises, the Lessor may receive and collect rent due and the payment of rent shall not waiver or affect the notice, suit or judgment.

28. Condition of Premises. The Lessee acknowledges and agrees that Lessee has had full opportunity to examine the premises which are the subject of this lease, all improvements thereon, and all mechanical equipment, including electrical, heating and plumbing equipment, in the building situated upon said premises and is fully satisfied with the condition of same. Lessee hereby covenants with the Lessor, that Lessee will surrender the keys and possession of said demised premises to said Lessor in as good condition as they are now, ordinary wear and tear excepted, upon the termination of the term above created, or the earlier forfeiture of this Lease, as hereinafter provided; and that during the occupancy of said demised premises it will maintain and keep the same in as good condition and repairs the same shall be upon the taking possession thereof, ordinary wear and tear excepted. Lessee further agrees that the paint booth in the service room, all doors, wall divisions and wall paneling shall remain unaltered, except as otherwise agreed in writing from time to time, consent to which will not be unreasonably withheld.

29. Option to Renew. On condition Lessee is not at any time relevant hereto in default hereunder, the Lessor hereby grants to the Lessee an option to renew this lease for a period of ONE YEAR years, commencing FEB 28, 2011 and terminating FEB 28, 2012. This option shall be exercised, if at all, by delivering written notice thereof to the Lessor at the place for payment of rent not more than one hundred twenty (120) days nor less than sixty (60) days prior to the expiration of this lease. The rent for the option period shall be 2250.00 Dollars (\$ 2250.00), payable in advance in equal monthly installments of 2250.00 Dollars (\$2250.00) with the first payment due on the first day of each and every month thereof. Upon exercise, same shall become a bilateral contract without further action.

30. Exclusive Entertainment Devices. All coin operated music, amusement games and vending shall be supplied by LaCost Amusement, Inc., of Kankakee, Illinois, and none other, which provision is a condition of this Lease.

LESSOR:
AHR ENTERPRISES

LESSER

210

2/28/2017

~~2-21-13~~

2/28/2018

LEASE AMENDMENT AGREEMENT

This agreement dated FEB 21 2013 between the United States of America (Harold Couture
of AIR ENTERPRISES AN AGENT
and _____
by _____ is being governed by the lease previously signed
by _____. The terms of that lease will remain in force excepting security
deposits. The United States of America are not in control of any security deposits and cannot refund any
portion _____

- 2-21-13

2-28-2017

CWS MARKETING
UNITED STATES OF AMERICA
A HR ENTERPRISES
ADDITIONAL INSURED

Paul's Place Equipment Inventory

Dining Room / Bar

Paul's Place Restaurant
500 S. Washington Ave.
Kankakee, IL 60901

- 55" Flat Screen TV
- 15 Green dining room tables
- 34 Green dining chairs
- ~~12~~ Black dining tables
- 36 stack chairs
- 19 bar stools with back
- 8 bar stools no backs
- 32" flat screen
 - stereo system + 4 speakers
- 9 booth seats
- 3 High Top tables
- 3 old style TVs
- All pictures, decor, neon's, mirror's, clocks,
- 1 Household Refrig in bar area
- 2 Readerboard Easels
- 1 Neon readerboard
- decor chess set with Kentucky bourbon
- Master built cooler
- rolling bus tub rack
- 3 server tray stands
- 6 Tall garbage cans
- 2 32 gal garbage cans
- stainless steel cabinet
- window A.C. unit
- 5 ft steam table
- 40" Flat screen

PAUL'S Place Equipment

"Kitchen"

6 burner stove

4 ft grill + stand

5 ft steam table with stainless shelf

stainless salad bar

stainless breakfast bar

stainless sandwich bar

2 1/2 door stainless cooler

2 door Hobart cooler

2 door Hobart freezer

Left drshwash table

Right drshwash table

110 Toaster

220 Toaster

3 microwaves

2 Fryers + baskets

6 ft heat Lamp

3x4 ft stainless table

3x8 ft stainless table

3 wire storage rack

house hold white freezer

small Imperial grill

All pots, pans, inserts, trays, bowls,
dishes, cups, utensils, silverware, can opener,
server trays, bustubs, dish racks, rinse hose,
2 security lights

Paul's Place Equipment Inventory

"Back Store Room"

map rack
 lrg. chest freezer
 sm. chest freezer
 maintenance ice machine
 2 door freezer
 green freezer
 6 ft ladder
 exhaust fan
 slicer
 4 ft stainless table
 7 storage racks
 storage cart on wheels
 bee cooler inside shed

"Office"

computer, fax, copier
 cordless phone system
 16 camera security system

"outside"

cafe style tables & chairs
 2 - 6 ft picnic tables
 2 sets of bag boxes

Paul's Place Equipment List

"Leased Equipment"

dishwasher - U.S. Foods

waffle iron - Midwest waffles

soap dispenser, mops, ^{hoses} towels, ³ air fresheners, 2 printer - Cintas

3 pop guns + rack ^{ice bin} Pepsi

1 banana gun - Sunmel

POS system -

2 Bean coffee machines

Cappuccino machine

ice tea machine turn

bulk CO₂ system - Sunmel

touch tunes, pool table, dart - LaCost

table top game

ATM - LaCost